

FILE 184 REC 1168

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E A S E M E N T

JAN 13 2 44 PM '74

WITNESS COUNTY CLERK
SPOKANE COUNTY, WASH.
DEPUTY *K. J. Green*

4.00

Reg City Hall

WMP
JE 6.8
The Grantor, The Washington Water Power Company, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, conveys and quit claims to the City of Spokane, Washington, Grantee, a perpetual easement and right to use for public purposes the following described real estate situated in the County of Spokane, State of Washington: *

E-1

A tract of land in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 25 North, Range 43 E.W.M., in the City of Spokane, Spokane County, State of Washington, described as follows:

Beginning at a point on the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18, said point bears S.0°29'00" W. 1040.80 feet from the center of said Section 18; thence S. 39°17' E. 44.72 feet; thence S. 65°40'20" W. 16.44 feet to the true point of beginning of the tract to be described; thence N. 24°19'38" W. 276.64 feet; thence S. 66°12'31" W. 50.0 feet; thence S. 24°19'38" E. 277.11 feet; thence N. 65°40'20" E. 50.0 feet to the true point of beginning.

Said tract contains 13843.7 sq. feet or 0.3178 acres.

Subject, however, to the prior right of Grantor to use and maintain the Penstocks from the Grantor's Headgates to its Power Plant which are parts of its Upper Falls Power Station and to have access to its Headgates and Power Plant and to maintain and replace its electric, gas and steam heat conduits, lines and facilities and in this connection, Granted by the acceptance of this Easement covenants:

(1) That it will not put any weight-bearing structure on said property;

(2) That it will not put any structure or improvements on said property that will prevent or make substantially more costly the removal of all earth and other materials covering the Penstocks which must be removed to repair or replace such Penstocks; or in the event it does so, it will reimburse Grantor for all expenses incurred in addition to expenses that Grantor would have experienced in the absence of such structure or improvement;

(3) That the use of the land conveyed will not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use;

(4) That if construction is contemplated as a result of this conveyance, the party to undertake such construction shall take all necessary precautions during construction and subsequent operation and maintenance to protect and enhance the environmental values of any affected project lands and waters. Such precautions shall include but not be limited to the provisions set forth in Federal Power Commission Order Nos. 414, issued November 27, 1970 (35 F.R. 18585), and 407, issued July 10, 1970 (35 F.R. 11377);

*Covers E-1 lying between Parcels X & W.

(2)
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(5) The conveyance and use of the property shall be in compliance with all applicable laws and regulations.

DATED this 28th day of December, 1973.

THE WASHINGTON WATER POWER COMPANY

BY A. L. Wilson Asst. Vice President

[Signature]
Asst. Secretary

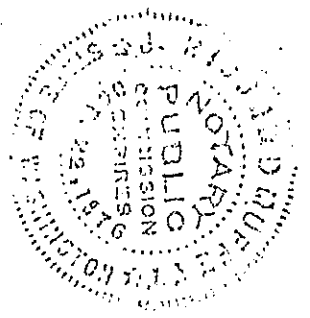
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STATE OF WASHINGTON)
 : ss
County of Spokane

On this 28th day of December, 1973, before me, a notary public
in and for the above named County and State, personally appeared _____
D. L. Olson and L. O. Falk, known to be the
Asst. Vice President and Asst. Secretary, respectively of
the Corporation that executed the within and foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said Corporation,
for the uses and purposes therein mentioned, and each on oath stated that he was
authorized to execute said instrument and that the Seal affixed is the corporate
seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first written above.



J. Richard McCall
Notary Public in and for the State of
Washington residing at
Spokane